

**11. Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT AcaiburnEdge™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF AcaiburnEdge™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE WEBSITE; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (D) THE FAILURE TO REALIZE ANY SPECIFIC WEIGHT-LOSS, BENEFIT OR OTHER HEALTH-RELATED OUTCOME; AND (E) ANY OTHER MATTER RELATING TO THE WEBSITE, THE ONLINE PRODUCTS, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. YOU HEREBY RELEASE AcaiburnEdge™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF AcaiburnEdge™ TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF YOUR USE OF THE WEBSITE, THE ONLINE PRODUCTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED ON THE WEBSITE, MAY BE BROUGHT BY YOU OR AcaiburnEdge™ MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND AcaiburnEdge™. ACCESS TO THE WEBSITE, INSIDER SECRETS PACKAGE, EBOOK PACKAGE AND/OR THE ONLINE PRODUCTS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND IN SUCH JURISDICTIONS AcaiburnEdge's™ LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**12. Third Party Websites.** The Website contains links to other websites on the Internet that are owned and operated by third parties. AcaiburnEdge™ does not control the information, products or services available on these third party websites. The inclusion of any link does not imply endorsement by AcaiburnEdge™ of the applicable website or any association with the website's operators. Because AcaiburnEdge™ has no control over such websites and resources, you agree that AcaiburnEdge™ is not responsible or liable for the availability or the operation of such external websites, for any material located on or available from any such websites or for the protection of your data privacy by third parties. Any dealings with, or participation in promotions offered by, advertisers on the Website, including the payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the applicable advertiser or other third party. You further agree that AcaiburnEdge™ shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

**13. Miscellaneous.** The Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dispute arise concerning the terms and conditions of the Agreement or the breach of same by any party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York City, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against AcaiburnEdge™ and its employees, officers, directors, members, representatives and assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that AcaiburnEdge™ incurs in seeking such relief. The Agreement does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision preventing you from bringing, joining or participating in class action lawsuits is an independent agreement. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. The Agreement is personal between you and AcaiburnEdge™ and governs your use of the Website. AcaiburnEdge's™ failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement.

**14. How to Contact Us.** If you have any questions about the Agreement or about the practices of AcaiburnEdge™, please feel free to contact us at 866-989-8945.

JDW Media LLC  
2184 Channing Way #322  
Idaho Falls, ID 83404

Kleimann  
ATTACHMENT C (Terms and Conditions) - 14



**CAUTION!** AcaiForceMax is meant for men who really want to get ripped and show off a better body! It is not meant for men who aren't dedicated to become lean, mean machines! Wimps be warned – AcaiForceMax is for dudes who want to look like real men! **USE AS DIRECTED.**

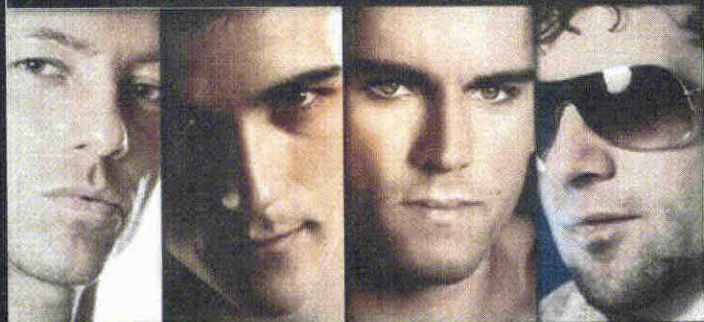
# ACAIForce<sup>max</sup>

## LOSE WEIGHT AND FEEL GREAT WITH THE WORLD'S #1 SUPERFOOD



- ✓ GET RIPPED
- ✓ LOSE UNWANTED WEIGHT
- ✓ HOLLYWOOD'S HOTTEST DIET
- ✓ BOOSTS ENERGY LEVELS
- ✓ FEEL THE BURN LIKE NEVER BEFORE

### HOLLYWOOD'S HOTTEST NEW DIET



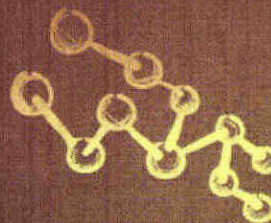
## DR. PERRICONE



Dr. Nicholas Perricone rated the Acai Berry as the #1 super food in the world on a popular daytime talk show. Not only is the Acai exploding with flavor, it's also a rich source of antioxidants. Studies have shown it is one of the most nutritious and powerful foods in the world.

## WHAT IS ACAIFORCE?

AcaiForce Edge is a breakthrough new formula that combines scientific research with the amazing antioxidant power of the Acai Berry.



The average weight loss was 14.99 and 12.54 pounds with key ingredients (Garcinia cambogia extract, chromium polynicotinate and Gymnema sylvestre extract) in AcaiForce vs. just 3.06 and 3.53 pounds with a placebo in two 8-week clinical studies. Both groups dieted and exercised. That's 450% MORE WEIGHT LOSS with AcaiForce than dieting and exercising alone will get you.

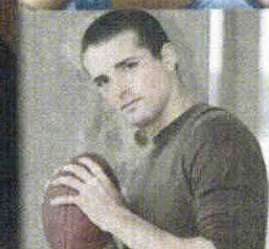
AcaiForce Edge also includes Acai Berry, which has been used for years throughout the Brazilian rain forests as a premium natural energy supplement which is known to boost energy.



## GET FIT WITH ACAIFORCE

AcaiForce makes it so easy to lean up your body and really get that definition you've always wanted. Nothing else comes close!

Have the extra energy you haven't had in a long time. Get so many more sets into your workout, and the results will show fast!





# WHY ACAIFORCE?

You want AcaiForce Edge because you are a real man. You are not a wimp who wants some girly yo-yo diet. Instead you want to get ripped, shed pounds and leave the couch potatoes crying in their sleep. Real athletes always choose the Max solution. AcaiForce is your best friend because you are tired of losing girls to real men. It's for you once you realize that you need the lean, trim body that women squirm for. Lesser men say "why AcaiForce Edge?" If you are a real man you already know the answer. You choose us because you need to leave the wannabees in the dust.

## WHAT IS ACAI?



Found in the lush rainforests of Brazil, Acai Berries grow on the tops of the Amazon palm tree. The deep purple pigment conceals the amazing antioxidant power that makes it so sought after.

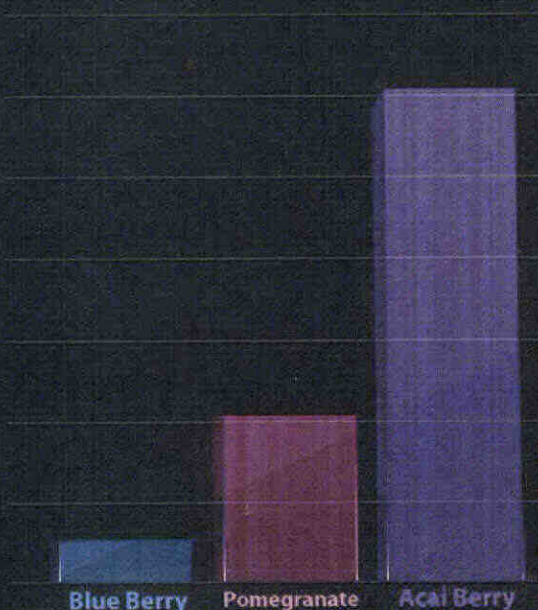


## WHAT'S IN MY TRIAL?

Your trial bottle includes a 1 month supply of the amazing Acai Berries in pill form. Try AcaiForce Edge and see what everyone is talking about, you only pay the small cost of shipping.

With AcaiForce you will discover why this tiny purple power berry has been making headlines across the nation.

## Comparing Antioxidants



## nutriFlex

We are constantly striving to make AcaiForce Max the most powerful product possible. We want you to get ripped! That's why the latest version of AcaiForce Max contains super strength NutriFlex. NutriFlex is a new combination of Acai Berry extract with proven clinical ingredients that will help you become leaner faster than ever before – without causing you to bulk up and look like a steroid freak.

NutriFlex is one of the most natural weight loss ingredients available anywhere without a prescription. It is designed so that it won't cause any annoying side effects while you lose unwanted weight. When you harness NutriFlex you can get ripped and the ladies will love the way you look.

Choose AcaiForce Max today with the NutriFlex advantage. It will make you ready to rumble!

Kleimann  
ATTACHMENT D (Landing Page) - 2

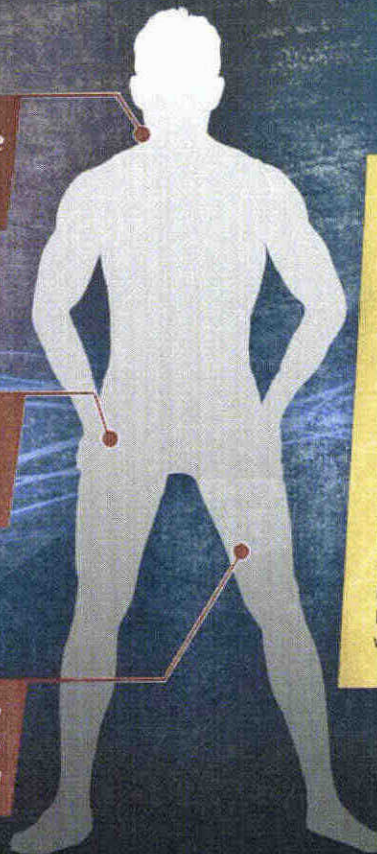


## MULTI-TIERED WEIGHT LOSS FORMULA

Show Your Confidence! The  
Ladies Will Love You!

Be More Active.  
No More Mr. Couch  
Potato!

Walk The Street With Pride  
Feeling Leaner, Stronger &  
Tougher Than Ever Before!




AcaiForce Max is not a simple one-shot weight loss solution. Instead, with the addition of NutriFlex, AcaiForce Max is a multi-tiered weight loss program. First, AcaiForce Max gives you the power of the Acai Berry - which provides you with serious antioxidant power. Then you get the power of NutriFlex, which contains active ingredients that have been proven to help people lose weight faster than diet and exercise alone. Finally, we also provide you with diet and exercise secrets that you could pay hundreds, if not thousands of dollars for if you were to go to professional trainers or dieticians. That is why we consider AcaiForce Max with NutriFlex to be a proven multi-tiered way to get ripped, lean and into shape.

**PLEASE ENTER YOUR DETAILS BELOW TO SEE  
IF YOU QUALIFY FOR ONE OF OUR TRIALS.**

First Name  Height  ft  in.  
Current Weight  lbs. Goal Weight  lbs.  
Gender ☐ Female ☐ Male Year Born

*If you are under the age of 18 you do not qualify*

 **SAFE & SECURE**

**CLICK HERE TO  
SEE IF YOU QUALIFY**

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\* These statements have not been evaluated by the FDA and are not intended to diagnose, treat, cure, or prevent any disease. Please consult your physician before beginning any program. If there is a change in your medical condition, please notify your counselor immediately.

1 Results not typical for any and all claims.

2 While clinical studies were not performed on AcaiForceEdge specifically, the included ingredients have been tested to provide results as specified.

\*\* All celebrity images were found on and obtained from public websites and are believed to be in public domain. Images posted are believed to be posted within our rights in accordance with the U.S. Copyright Fair Use Act (title 17, U.S. Code.). If you are the rightful owner and copyright holder of any celebrity content, please contact us and the infringing material, if any, will be removed as soon as possible. Celebrities neither endorse nor sponsor any of the products and/or services.

\*\*\*Picture does not contain the likeness of the customer that submitted the testimonial.

- Fitness Magazine, CBS News, ABC, and Wall Street Journal are registered trademarks of their respective owners. This product is not intended to diagnose, treat, cure, or prevent any disease.

2 Media elements deployed are those of paid actors.

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Customers located in the following regions will not qualify for a trial. Zip Codes 79754, 56583, and 74457.

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Offer Details: When you place your order today with Acai Force Edge, you will automatically become a part of our elite customer club. Your active credit card will only be billed \$2.95 for the shipping of your 14-day trial. If you choose to keep your trial, your active credit card will be billed the low member price of only \$87.62 for your trial, and then again every 30 days should you continue to use Acai Force Edge. And remember, there's no obligation – you can cancel your membership at any time by calling 888-948-5508. No obligation. CANCEL ANYTIME!

**ACAI**Force  
max

Acai Berry has  
been seen on:



*Feel The Burn Like Never Before!*

**Congratulations!**

You and the next **196 CUSTOMERS** will receive a discount shipping price of **\$2.95!**  
**Offer Valid Today!**

**We're holding a package JUST FOR YOU.**  
**Please complete this within 3:59 Minutes,**  
**Within 3:59 Minutes, we can guarantee YOUR TRIAL.**

Choose a package:	Qty:	Today You Pay
1 Bottle Of AcaiForce	1	\$0.00
Please enter your promo code:	Shipping	\$2.95
<input type="text"/> <input type="button" value="Apply"/>	Subtotal	\$2.95

Your shipment is estimated to arrive on **Jan 27, 2010**

**HURRY! SUPPLIES ARE LIMITED!**

- ✓ **BURN FAT**
- ✓ **GET RIPPED**
- ✓ **BOST ENERGY LEVELS**



**OUR #1 WEIGHT LOSS SYSTEM**

Please Note: We Only  
Accept Credit Cards.



### Payment Information

Card Type:

Card Number:

Expiration:  01/2009

Security Code:  [\(what is this?\)](#)



**SUBMIT & CONFIRM**



**SAFE & SECURE**

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ATTACHMENT D (Order) - 4



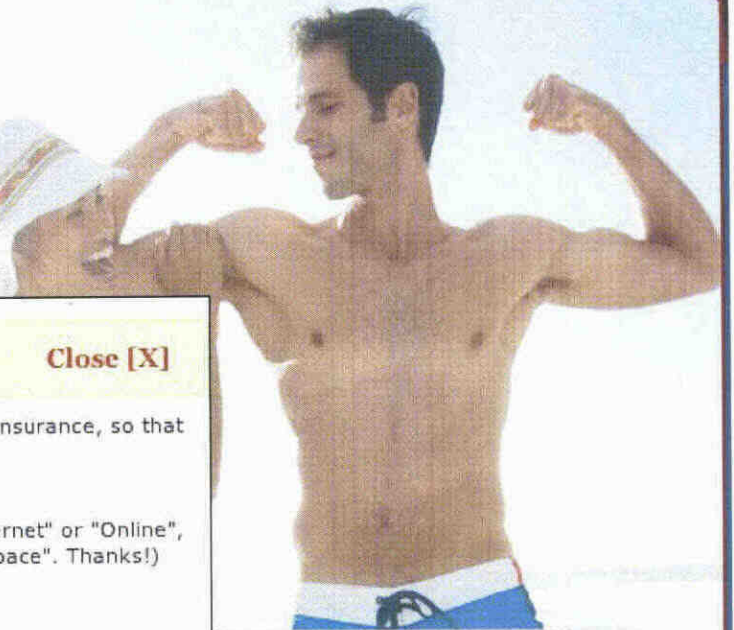
# Congratulations!

You are now on your way  
to a Rock Hard Body!

1000's of customers have already  
experienced success with AcaiForce  
Max! Now it's your turn!



✓ Get Ripped Abs



Please Answer the Quick Question Below

Close [X]

(All customers that provide valuable feedback will be given FREE Shipping Insurance, so that if your package is lost or damaged, we'll reship it free of charge.)

**How did you get to AcaiForce Edge?** (Instead of saying "Internet" or "Online", please tell us where you came from like "Google search", "Email" or "Myspace". Thanks!)

SUBMIT

WebMD

CBS NEWS

## AcaiForce Edge Order Summary

Order ID:

Please write this number down

ITEM	DESCRIPTION	TODAY YOU PAID	QUANTITY	TOTAL
AcaiForce Edge Trial	Capsules		1	

Sub Total \$ 0.00

Shipping & Handling \$0.00

Priority Upsell \$ 0.00

**GRAND TOTAL \$ 0.00**

 **SAFE & SECURE**

Your Shipment is estimated to arrive  
within 4 - 7 business days.\*

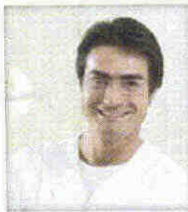
**Amazing Results! Amazing Customer Service!**

**GUARANTEE**

Kleimann  
ATTACHMENT D (Order Confirmation) - 5



Dear ,



Hey, you've just completed your trial order for AcaiForce Edge! You are now ready to go for the gold and finally start working for that rock-hard body you know the ladies are going to want to stare at.

We want to tell you that you definitely made the right decision when you decided to place your order today. Not everyone has what it takes to see an opportunity and grab it before it's too late!

We like to keep track of how the AcaiForce Edge system is helping guys finally get the lean, mean bodies they've always wanted. So, once the AcaiForce Edge system starts helping you lose weight and develop your body, please send us an email. Whatever your story is, we want to hear about it.

All you have to do now is start using the AcaiForce Edge system - and get ready to look like a stud!

## Become An **ACAIForce**<sub>max</sub> Success Story And Earn **\$1,000**



### How To Win \$1000 With AcaiForce Edge

At AcaiForce Edge, we stand behind our product and want to do everything we can to make sure you stick to the full AcaiForce Edge system until you get ripped and finish fighting the flab. That's why we want to reward you for your success! If you use AcaiForce Edge and start getting a leaner, harder body, we want to hear from you. Simply send us before and after pictures of yourself with a written testimonial telling us how you used the AcaiForce Edge system to build up your body. If we decide to use your story, we will contact you that day - and provide you with \$1,000 you can use to buy new clothes for your hot body! So, remember, stay motivated and keep using the AcaiForce Edge system - and you could earn \$1,000!

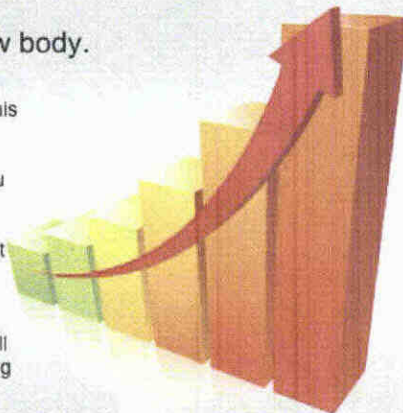
### When Will I See Results? Your 12 week guide to your new body.

**After two weeks.** Your body has started to adjust and is rewarding you with an overall sense of wellness. You may not see substantial muscle development at this point, because your body's initial reaction to a new lifestyle is to hoard fat.

**After four weeks.** Your body will have now adapted to your new lifestyle and you may lose weight. You may start feeling stronger.

**After two months.** You will start getting comments from women about how great you are starting to look. You should now really start losing weight and getting ripped fast!

**After three months.** By this point, you may have hit your targeted weight and will be working on maintaining your new ripped body. This is when you may be writing to us with a testimonial about how AcaiForce Edge has changed your life for the better.



### Frequently Asked Questions

#### Does The AcaiForce Edge System Really Work?

The AcaiForce Edge system has helped thousands of guys develop hard masculine bodies that women swoon over. Of course, results vary from person to person. The key to building up your body with the AcaiForce Edge system is to keep yourself motivated. When you order AcaiForce Edge, you'll have access to tools that can help you become healthier and build muscle while shedding flab. Our active ingredients were shown in double-blind studies to help people lose weight up to 4.5 times faster than the group that was given a placebo. Both groups were put on a diet and exercise program, which should be part of any bodybuilding plan.

#### How Long Will It Take To Get Results With AcaiForce Edge?

This varies from person to person. Healthy weight loss is never instantaneous. You don't want to starve yourself when the goal is to look and feel healthy. Dropping weight too quickly can damage your cardiovascular system and make it impossible for you to build muscle. Realistically, it will take your body some time to adjust to your new lifestyle. You may start feeling healthier in a matter of days, but it may take a few weeks before your weight loss results become obvious.

#### How To Use AcaiForce Edge

When you are ready to start losing weight, take one AcaiForce Edge capsule twice a day, approximately 30 to 60 minutes before breakfast and lunch. Consume at least six 8-oz. glasses of water per day. Read the entire label before use and follow directions. Do not exceed 2 capsules in a 24-hour period. Do not take within 3 hours of bedtime or you may have trouble sleeping. Keep up this routine in order to achieve your maximum weight loss results!



Kleimann  
ATTACHMENT D (Order Confirmation) - 6



AcaiForceEdge is a supplement that combines the power of the superfood acai berry, with ingredients that are clinically proven to help you lose weight. This unbeatable combination helps boost your chances of successfully achieving your weight loss goals.

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The key ingredients in AcaiForceEdge help increase energy levels, and boost metabolism and calorie-burning, thereby helping you support your weight loss goals when you combine AcaiForceEdge with diet and exercise.

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As our clients differ, so do the results. We cannot give exact numbers as it will depend on your weight and body type. Exercise and a good diet are an important part of all diets, and will maximize your results immensely. However, our AcaiForceEdge has been found to be highly effective, and if you are not satisfied you are still covered by our 30-day money back guarantee.

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As a dietary supplement, take 1 AcaiForceEdge capsule 2x per day, approximately 30 to 60 minutes before your morning and afternoon meals. Consume at least six 8-oz. glasses of water per day. Read the entire label before use and follow directions. Do not exceed 2 capsules in a 24-hour period. Do not take within 5 hours of bedtime. For best results, combine AcaiForceEdge with the recommended exercise and nutrition guides included with our AcaiForceEdge System. If you begin to experience weight loss in excess of one pound per 24 hours, temporarily discontinue use. If you experience any unusual side effects discontinue use.

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AcaiForceEdge is formulated and packaged at an FDA-certified facility in California, and we guarantee its quality. There have been no reports of negative side effects from our customers, however you should always consult your physician before using any new dietary supplement (particularly if you are pregnant, nursing or taking medications), just to be sure.

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No, we recommend that you do not use AcaiForceEdge if you are pregnant or breastfeeding.

[Back to top](#)

No, AcaiForceEdge does not contain ephedra.

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No, take 1 capsule at your next scheduled time. Never double up on servings.

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Please follow this link to ordering information on the AcaiForceEdge:

[https://www.acaiforceedge.com/stock\\_update.php](https://www.acaiforceedge.com/stock_update.php)

[Back to top](#)

Sorry, we currently only accept online credit card orders.

[Back to top](#)

Kleimann  
ATTACHMENT D (FAQs) - 7



EFFECTIVE DATE: August 1, 2009

**ACAIForce™ Website Terms and Conditions**

Thank you for visiting the Acai Force™ website located at [www.acaiforceedge.com](http://www.acaiforceedge.com) (the "Site"). The Site is an Internet property of Farend Services Limited and its affiliated companies ("Acai Force™," "we" or "us"). You agree to the following Acai Force™ Website Terms and Conditions ("Terms and Conditions"), in their entirety, when you: (a) access or use the Site; (b) submit an application to become an Acai Force™ member ("Member" or "Membership"); and/or (c) purchase products or services offered on the Site ("Acai Force™ Products"). The Acai Force™ Privacy Policy ("Privacy Policy") and any and all other applicable Acai Force™ operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, are expressly incorporated herein by reference (collectively, the "Agreement"). **Please review the Agreement carefully. If you do not agree to the terms and conditions contained within the Agreement in its entirety, you are not authorized to use the Site in any manner or form whatsoever.**

**ACAI FORCE™ IS NOT A COVERED ENTITY FOR PURPOSES OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), NOR IS THE INFORMATION PROVIDED BY YOU TO ACAI FORCE™ CONSIDERED PROTECTED HEALTH INFORMATION UNDER HIPAA. AS SUCH, THE ADDITIONAL PRIVACY AND SECURITY PROTECTIONS AFFORDED TO CONSUMERS/PATIENTS UNDER HIPAA ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THE AGREEMENT.**

The information presented on the Site is in no way intended as medical advice or as a substitute for medical treatment. Nothing stated or presented on the Site is intended to be a substitute for professional medical advice, diagnosis or treatment. This information should only be used in conjunction with the guidance and care of your physician. You should always consult with your physician or other healthcare professional before taking any medication or nutritional, herbal or homeopathic supplement, beginning any diet, nutrition or fitness plan or adopting any treatment for a health problem, whether offered on the Site or otherwise. Your physician should allow for proper follow-up visits and individualize your diet, nutrition and/or fitness plan as appropriate. If you have or suspect that you have a medical problem, promptly contact your health care provider. For any products and/or services purchased through the Site, you should carefully read all product packaging and instructions. Never disregard professional medical advice or delay in seeking professional advice because of something that you have read on the Site. Information and statements regarding products and/or services made available on or through the Site have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure or prevent any disease.

**1. Scope of Agreement.** You agree to the terms and conditions outlined in the Agreement with respect to your use of the Site including, but not limited to, your submission of an application to become a Member and/or your purchase of Acai Force™ Products. The Agreement constitutes the entire and only agreement between you and Acai Force™ with respect to your registration for the Acai Force™ Products, Membership and/or use of the Site and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to your registration for the Acai Force™ Products, Membership, use of the Site, the content contained therein and/or the analyses, research, opinions and other information provided by or through the Site.

**2. Modification of Agreement.** We may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions ("Billing Provisions") shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Site. By your continued use of the Site and/or your continued receipt of the Acai Force™ Products, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable). Therefore, you should regularly check this page for updates and/or changes. Unless explicitly stated otherwise, any future offer(s) or product(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Site shall be subject to the Agreement. **You understand and agree that Acai Force™ is not responsible or liable in any manner whatsoever for your inability to use the Site, become a Member and/or obtain any Acai Force™ Products.**

**3. Requirements.** The Site, Membership and/or the offered Acai Force™ Products are available only to individuals that are at least eighteen (18) years of age and that can enter into legally binding contracts under applicable law.

Kleimann

ATTACHMENT D (Terms and Conditions) - 8



**4. Application Process.** In order to obtain Acai Force™ Products and/or become a Member, you must first submit the applicable application form ("Application") to Acai Force™ for review and initial approval. Acai Force™ reserves the right, in its sole discretion, to deny the Application of anyone at any time and for any reason, whatsoever. The information that you must supply on the Site in order to obtain Acai Force™ Products and/or enroll as a Member may include, without limitation: (a) your full name; (b) mailing address; (c) e-mail address; (d) phone number; (e) credit card information; (f) current weight; (g) goal weight; (h) height; (i) gender; (j) year of birth; (k) date of birth; and/or (l) any other information requested by us on the Application (collectively, "Registration Data"). You agree to provide true, accurate, current and complete Registration Data (not including Registration Data associated with your weight and personal goals), as necessary, in order to maintain it in up to date and accurate fashion. Acai Force™ will verify and approve all Applications in accordance with its standard verification procedures.

If Acai Force™ approves your Application, Acai Force™ will set up your specific account ("Services Account") and send a confirmation e-mail to the e-mail address that you provided at the time of registration. The confirmation e-mail will contain the following information: (i) your user name; and (ii) your password. You can access your specific Services Account at the Site using your user name and password, and then change your password and user name at your discretion. You are responsible for maintaining the confidentiality of your Services Account, user name and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur through use of your Services Account, user name and password including, without limitation, any and all purchases made therethrough.

Acai Force™ may reject your application and/or terminate your Membership at any time and for any reason, in our sole discretion. Such reasons may include, without limitation: (A) where Acai Force™ believes that you are in any way in breach of the Agreement; and (B) where Acai Force™ believes that you are, at any time, conducting any unauthorized commercial activity by and through your Membership.

**5. Membership Fees.** Upon registering, providing the requisite Registration Data and ordering the Acai Force™ Products, the credit or debit card that you provided during registration or updated at a later date ("Active Credit Card") will be charged a non-refundable shipping and handling fee of **Two Dollars and Ninety-Five Cents (\$2.95)** ("Shipping and Handling Fee") for your initial fourteen (14) day trial membership ("Trial Membership"), you will receive a one (1) month supply of Acai Force™ Products and you will be automatically enrolled in our Member program. For all orders to shipping addresses located outside of the United States, there will be an additional shipping and handling fee of **Nine Dollars and Ninety-Five Cents (\$9.95)** for shipping ("Foreign Shipping and Handling Fee"). Please note that where the initial delivery of the Acai Force™ Products is returned due to an invalid or incorrect mailing address provided by you during registration, any re-shipment of the Acai Force™ Products will incur an additional non-refundable Shipping and Handling Fee. We will use commercially reasonable efforts to ship your initial installment of Acai Force™ Products within seven (7) days to the shipping address that you provided during registration. Orders to shipping addresses located in: (a) the United States will be shipped via UPS Mail Innovations; (b) Canada will be shipped via Canada Post; (c) the United Kingdom will be shipped via Royal Mail and La Poste; and (d) Australia will be shipped via Australian post.

Once the fourteen (14) day Trial period is over, your Active Credit Card will be charged the monthly Membership fee of Eighty-Seven Dollars and Sixty-Two Cents (\$87.62) ("Monthly Fee"). Your next (1) month supply of Acai Force™ Products will be shipped twenty eight (28) days from the date that your initial one (1) month supply was shipped in connection with your Trial Membership. Thereafter, for as long as your Membership remains active, your Active Credit Card will be charged the Monthly Fee on a monthly basis, plus the Shipping and Handling Fee, for your ongoing Membership. You hereby authorize Acai Force™ (or its partners, affiliates and/or agents) to charge your Active Credit Card all such fees associated with Membership on a monthly basis. You acknowledge and agree that Acai Force™ will not obtain additional authorization from you for each installment of Monthly Fees charged to your Active Credit Card. In addition, you do not hold Acai Force™ responsible for any overdraft charges or fees which you might incur during the ongoing Membership.

All fees are payable in United States currency. For so long as your Membership is active, you will be billed, and you will be required to pay, all applicable charges. Failure to use the Acai Force™ Products does not constitute a basis for refusing to pay any of the associated charges. Subject to the conditions set forth herein, you agree to be bound by the Billing Provisions of Acai Force™ in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), Acai Force™ reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Continued use of the Site and/or receipt of the Acai Force™ Products after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any charges incurred prior to the applicable amendment or modification.

Acai Force's™ authorization to provide and bill for the Acai Force™ Products is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. Acai Force's™ reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively. Both laws specifically preempt all state laws that recognize only paper and handwritten signatures. Where you fail to make any scheduled payment for accrued fees, such overdue amounts will be subject to interest charges in the amount of one and one half percent (1.5%) per month, compounded monthly. Your Member account may be deactivated, and access to the Site denied, for non-payment.

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**6. Thirty (30) Day Guarantee:** Where Acai Force™ offers its "30 Day Guarantee" promotion ("Promotion"), and where you have chosen to register for such Promotion, upon submitting your initial Application, your Active Credit Card will be charged only the non-refundable Shipping and Handling Fee, or Foreign Shipping and Handling Fee, as applicable, for your Trial Membership and you will receive a one (1) month supply of Acai Force™. If you do not cancel your Membership as set forth in Section 7 hereinbelow, and return the one (1) month supply ("Qualifying Return Products") at your expense as set forth below, your Active Credit Card will be charged the Monthly Fee of Eighty-Seven Dollars and Sixty-Two Cents (\$87.62). In order to qualify for a refund under the Promotion, we must receive the Qualifying Return Products within thirty (30) days of the date that Qualifying Return Products were shipped to you. Where we receive the Qualifying Return Products within that thirty (30) day period, you will be refunded any and all Monthly Fees that you have paid toward such Qualifying Return Products ("30 Day Guarantee"). All unused portions of the Qualifying Return Products returned to us as part of the 30 Day Guarantee shall be shipped at your cost. Any and all Shipping and Handling costs shall remain non-refundable. All refunds associated with the 30 Day Guarantee shall be credited to your Active Credit Card. All Qualified Return Products must be shipped to:

Farend Services Ltd.  
22100 east, 26th Ave  
Aurora, CO  
80019  
United States

**7. Cancellation of Membership.** You may cancel your Membership at any time if you are not completely satisfied. To cancel your Membership you must contact Acai Force™ customer service by contacting Acai Force™ via telephone at (888) 591-2190, Monday through Friday, 5:00 AM – 8:00 PM, MST. Saturday 8:00 AM – 5:00 PM, MST. Please have your e-mail address and other Registration Data available for efficient processing of your cancellation order.

If you decide to cancel your Membership prior to the expiration of the fourteen (14) day Trial Membership period, your Active Credit Card will still be charged the fee of **Eighty-Seven Dollars and Sixty-Two Cents (\$87.62)** at the end of the Trial Membership period. The following conditions apply to any cancellation: (a) you shall not receive any pro-rata refund of your Monthly Fees for partial months; (b) you shall not receive any refund for the Shipping and Handling Fee or Foreign Shipping and Handling Fee, as applicable; and (c) you shall not receive any refund for amounts previously paid up to the date of cancellation or termination and you remain liable for any and all unpaid charges billed by Acai Force™. You understand and agree that cancellation of your Membership is your sole right and remedy with respect to any dispute with Acai Force™. Upon any termination and/or cancellation of your Membership, your license grant, as set forth in Section 8 hereinbelow shall immediately terminate.

**8. License Grant.** As a user of the Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site, and associated Site content ("Content"). Acai Force™ may terminate this license at any time for any reason. Unless otherwise expressly authorized by Acai Force™, as a visitor to the Site, you may only use the Site and the Content for your own personal, non-commercial use. No part of the Site including, but not limited to, the Content, may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use any automated means or form of scraping or data extraction to access, query or otherwise collect Content from the Site except as expressly permitted by Acai Force™. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Site, Content and/or any portion thereof. You may not create any "derivative works" by altering any aspect of the Site or the Content. You may not use the Site and/or the Content in conjunction with any other third-party content. You may not exploit any aspect of the Site and/or the Content for any commercial purposes not expressly permitted by Acai Force™. You further agree to indemnify and hold harmless Acai Force™ for your failure to comply with this Section 8. Acai Force™ reserves any rights not explicitly granted in the Agreement.

**9. Proprietary Rights.** The Content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by you of any part of the Site and/or Content is strictly prohibited. You do not acquire ownership rights to any content, document, software, services or other materials viewed at or through the Site. The posting of information or material at the Site does not constitute a waiver of any right in such information and/or materials.

**10. Legal Warning.** Any attempt by any individual, whether or not an Acai Force™ customer, to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Site is a violation of criminal and civil law and Acai Force™ will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

**11. Indemnification.** You agree to indemnify and hold Acai Force™, its parents and subsidiaries, and each of their respective members, officers, directors, employees, agents, co-branders, content licensors and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Site and/or Acai Force™ Products; (b) your breach of the Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this Section 11 are for the benefit of Acai Force™, its parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

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